

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
REGIONAL PUBLIC TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into March 31st, 2003, pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY, acting by and through its Executive Director (the "RPTA").

II. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The RPTA is empowered by Arizona Revised Statutes Section 48-5122, 48-5123 and 28-8133 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the RPTA.

3. The federal government has made funds available to the State for the use of RPTA for urban travel reduction efforts. The State and the RPTA desire to define their respective responsibilities relating to the transfer of up to \$42,000.00 through the State to the RPTA and the expenditure thereof for the "Don't Drive 1 in 5 Promotional Campaign", for Fiscal Year 2002-2003.

4. The only interest of the State in this agreement is to convey federal pass through funds for the use and benefit of the RPTA by reason of State and Federal law under which funds for the activities are authorized to be expended. The parties hereto agree the State's total obligation hereunder is limited to \$42,000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25928
Filed with the Secretary of State
Date Filed: 03/31/03
Janice K. Brewer
Secretary of State
By: Vincent J. Graenewald

II. SCOPE OF WORK

1. The State will:

Provide the RPTA Federal Planning and Research and State funds in the amount of up to \$42,000.00, on a monthly cost reimbursement basis for activities performed directly relating to the program during the period beginning, 1 October, 2002 through 30 September, 2003. Retain the option to review and approve any subcontracts and progress/final reports.

2. The RPTA will:

a. Develop, implement and promote activities, materials and/or events in direct support of the program, in accordance with tasks identified in the outline on Exhibit A, which is attached hereto and made a part hereof. Provide the required \$10,500.00 match and apply funding to program work activities. Comply with all applicable Federal and State laws, rules and regulations.

b. Promote public awareness of the pollution reduction benefits of using various alternative modes of transportation, other than the single occupant motor vehicle

c. Invoice the State for reimbursement no more than monthly, supported by narrative reports, in a total amount not to exceed \$42,000.00. During September 2003, provide a final report summarizing the then-current program, significant program results, FY 2002-2003 program campaign events and results, the public relations conducted or accomplished, and RPTA's evaluation and recommendations for the future program. Send reports to ADOT, Transit Branch, 206 S. 17th Avenue, Mail Drop 340B, Phoenix, AZ 85007.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The RPTA assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the RPTA and that the RPTA hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, conditions, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the RPTA, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows.

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Send reports to ADOT
Transit Branch
206 S. 17th Avenue, Mail Drop 340B
Phoenix, AZ 85007

Regional Public Transportation Authority
Executive Director
302 N. 1st Avenue, Suite 700
Phoenix, AZ 85003

9 Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**REGIONAL PUBLIC
TRANSPORTATION AUTHORITY**

STATE OF ARIZONA
Department of Transportation

By 
G KENNETH DRIGGS
Executive Director

By 
DALE BUSKIRK, Acting Division Director
Transportation Planning

ATTEST.

ATTEST:

By 
BRYAN JUNGWIRTH
Deputy Executive Director

By _____
Funding Authority Approval

Determination of RPTA Attorney

I have reviewed the above referenced proposed intergovernmental agreement between the Arizona Department of Transportation and the Regional Public Transportation Authority (RPTA), and declare this agreement to be in proper form and within the powers and authority granted to be the Regional Public Transportation Authority under the laws of the State of Arizona.

Dated this 30 day of January, 2003.

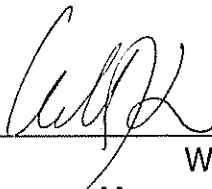
By 
William J. Sims
Moyes Storey Law Offices
Attorney for the Regional Public
Transportation Authority

EXHIBIT A
STATE PLANNING RESEARCH REQUEST FORM

CLEAN AIR CAMPAIGN

Ideology

In 1986, the Phoenix Chamber of Commerce began the Clean Air Campaign to address air pollution in the metropolitan area. The Campaign is a major public education and awareness program to encourage commuters to voluntarily choose an alternative mode of commuting at least one day per work and other pollution-reducing measures.

The Campaign has six sponsors who provide financial support and/or who develop policies, guidelines and goals of the campaign. The sponsors are:

- Arizona Department of Transportation (ADOT)
- Greater Phoenix Chamber of Commerce
- Arizona Department of Environmental Quality (ADEQ)
- Regional Public Transportation Authority (RPTA)
- Maricopa County
- Maricopa Association of Governments

A consultant, the Riester-Robb Corporation, was selected through a competitive bid process to carry out the advertising and public relations efforts for the Campaign. This year the RPTA will conduct another Request for Proposal process to select an advertising and PR firm.

Promotional events for FY2001 include among others, the Kick-off event, Bike Week, transit promotion and awards ceremony. Promotional materials may include promotional kits for large employers, billboards, transit shelter posters, exterior bus sides ads, fliers, radio and/or television advertising.

Objective

The primary objective of this project is for ADOT to continue serving as a major sponsor to assist in developing the policies, guidelines and goals of the Campaign. Specifically, the project includes funding educational and promotional activities to encourage alternative modes of transportation and other pollution-reducing measures.

STATE PLANNING RESEARCH REQUEST FORM
Clean Air Campaign, Page 2

Tasks

The following tasks will take place during a period beginning October 1, 2002 and ending September 30, 2003. The RPTA is responsible to ADOT for this IGA and the tasks and products herein.

Printing, copying, graphics will be done for promotional materials for major employers; promotion or public relations activities (\$52,500).

Product Summary

Products for FY2003 will include monthly progress reports documenting planning activities for the Campaign, selected dates for promotional activities and/or events, various promotional materials to be produced, and the extent of media coverage in the newspapers, televisions and radio stations. A final Progress Report will be produced at the conclusion of the Campaign which will document the activities of the Campaign events, Campaign results, extent of public relations and advertising, evaluation and recommendations.

Responsibility

Project Manager Bill Sapper (Dottie Simons, Administrative Assistant)
 ADOT Transportation Planning Division- Transit
 Priscilla Hanrahan and Randi Alcott, RPTA

Funding

SPR Funds	\$42,000
RPTA Match	<u>10,500</u>
TOTAL	\$52,500

RPTA 20002-2003 Clean Air Campaign

Task 1: Develop Materials for Clean Air Campaign

The RPTA will develop promotional kits for the Clean Air Campaign that are mailed to over 1,200 employers involved in the Trip Reduction Program three times this year. Materials will include a newsletter to Transportation Coordinators about “what’s in this kit” and other information about the campaign; posters; flyers and other pertinent information.

Task 2: Media Relations and Events

The RPTA will develop several media events designed to educate the public about the benefits of alternative modes of transportation and alternate work schedules including telecommuting and encourage participation. Events will include a Rideshare Week in November, a Transit event in February and a Bike Week in March. Press releases will be prepared and sent to the media about significant activity and/or newsworthy information as it becomes available.

Task 3: Advertising

The RPTA will place advertising through its advertising and public relations firm during the winter CO and particulate pollution season. Paid television and radio advertising will be placed for maximum exposure to reach the peak period commuters.

Task 4: High Pollution Advisory Notification

The RPTA will notify by fax all employers when a “High Pollution Advisory” is declared by Maricopa County. The employers are encouraged to post these notices and they are designed to encourage employees to refrain from using fireplaces and to carpool, take the bus, or work at home on the following day when air quality is forecast to possibly exceed ambient air quality standards.



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

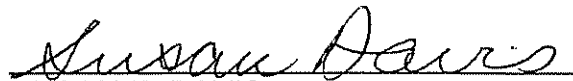
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-2267TRN (JPA 02-192), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED March 24, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.